

AGREEMENT

(RC-29)

by and between the

ILLINOIS FEDERATION OF PUBLIC EMPLOYEES,
Local 4408, (IFPE)

and

DEPARTMENT OF CENTRAL MANAGEMENT SERVICES
State of Illinois

Effective July 1, 2004 through June 30, 2008

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APPENDIX A CLASSIFICATIONS AND SALARIES, RC-29-OCB

AGREEMENT

This Agreement is made and entered into this July 1, 2004, by and between the Illinois Department of Central Management Services on behalf of all agencies, boards and commissions subject to Executive Order #6 (1973) and after July 1, 1984, the Illinois Public Labor Relations Act (P.A. 83-1012), hereinafter referred to as "Employer", and the Illinois Federation of Public Employees, Local 4408, AFT/AFL-CIO, hereinafter referred to as "IFPE", on behalf of the employees in the collective bargaining unit described in Article I of this Agreement.

PURPOSE

Whereas, IFPE was certified by the Office of Collective Bargaining, State of Illinois, on June 22, 1977, in Case No.

RC-29-OCB as the exclusive bargaining representative for the purpose of bargaining for the employees; and

Whereas, it is the intent and purpose of the Employer and IFPE to set forth the accords between them, for the term thereof, of the rates of pay, the hours of work, and the other terms and conditions of employment to be observed by the employees covered and the parties in order to establish harmonious relations and to provide equitable treatment of the covered employees;

Therefore, the following Agreement is entered into.

ARTICLE I

RECOGNITION

Section 1. Recognition

The Employer recognizes the Illinois Federation of Public Employees, Local 4408, AFT/AFL-CIO, hereinafter referred to as "IFPE" as the sole and exclusive bargaining representative for employees in classifications listed in Appendix A as may be amended from time to time in accordance with the provisions of this Agreement and the Rules and Regulations of the Illinois State Labor Relations Board.

Section 2. Successor Classes

The parties agree that if a new classification is a successor title, or replacement title, to a classification

covered by this Agreement, with no substantial change in duties, the parties shall stipulate to the inclusion of such classification in Appendix A of this Agreement.

Section 3. New Classifications

The Employer agrees to meet and discuss with IFPE the inclusion or exclusion of any and all newly instituted job classifications which may be described within the scope of RC-29-OCB as follows:

A statewide para-professional protective and regulatory unit including all para-professional occupants of positions involving the protection of people and property involved in inspection and regulatory functions. These para-professionals are involved in interpreting State rules, regulations and laws and enforcing them against members of the public.

Where the parties agree to include a new classification, they shall so stipulate before the Illinois State Labor Relations Board.

The Employer shall notify IFPE of such new job classifications prior to the submission of said classifications to the Civil Service Commission.

Section 4. Changes in Existing Classifications

The Employer shall notify IFPE of any changes in bargaining unit job classifications at least twenty-one (21) days prior to the submission to the Civil Service Commission. If there is a substantial change in the class specifications the impact of such shall be the subject of negotiations between the parties, subject to request of the IFPE. If the parties are unable to agree as to the appropriate pay grade, Section 5 of this Article shall apply.

Section 5. Pay

The Employer agrees to negotiate with IFPE as to the appropriate pay grade to be assigned to job classifications determined to be included in the RC-29-OCB bargaining unit. If no agreement is reached between the parties, IFPE shall be allowed to file a grievance in accordance with Article X of this Agreement. The grievance shall be filed at Step 4 of the grievance procedure.

The arbitrator shall determine the reasonableness of the proposed salary grade in relationship to:

- a) The job content and responsibilities attached thereto in comparison with the job content and

responsibilities of other position classifications in the classification series and in the bargaining unit;

- b) Like positions with similar job content and responsibilities within the labor market generally;

The pay grade originally assigned by the Employer shall remain in effect pending the arbitrator's decision.

Section 6. Integrity of the Bargaining unit

- a) The Employer recognizes the integrity of this bargaining unit and agrees that it will not propose or take any action for the primary purpose of eroding it. Subject to the provisions of this Agreement, the Employer will continue to endeavor to assign bargaining unit work to bargaining unit employees. The hiring of temporary or emergency employees to supplement bargaining unit employees' work on a temporary basis or provisional employees appointed under Personnel Rule 302.150 shall not be considered erosion of the bargaining unit.
- b) Emergency, temporary and provisional appointments shall be made in accordance with Section 8b (8); 8b (9) and 8b (10) of the Personnel Code.
- c) In the event that a back to back emergency, temporary, or provisional appointment, or a combination of appointments, is operationally necessary, IFPE will be provided with the rationale for such back to back appointment. The provision of rationale to IFPE will be made in a timely fashion.

ARTICLE II

DEFINITIONS

- 1. "Director" refers to the Director of the Illinois Department of Central Management Services.
- 2. "Employer" refers to the Director of the Illinois Department of Central Management Services, agency heads or their representatives collectively or singly, as the context may require.
- 3. "Employee" refers to a person employed in the job classifications covered by this Agreement, excluding temporary, emergency, per diem, confidential, managerial or supervisory employees.

4. "Probationary employee" refers to an employee in a probationary period as currently administered under the Personnel Rules; provided, however, that such probationary employee shall have no right to grieve disciplinary actions including discharges.
5. "Day" refers to workday when used in increments of 15 or less.
6. "IFPE" refers to the Illinois Federation of Public Employees, Local 4408, AFT/AFL-CIO.

ARTICLE III

MANAGEMENT RIGHTS

It is understood and agreed by the parties that the Employer possesses the sole right to operate its agencies so as to carry out the statutory mandate and goals assigned to the agencies and that all management rights repose in the Employer. Except as modified or amended by this Agreement, management rights include but are not limited to:

1. The right to utilize personnel, methods and means in the most appropriate and efficient manner possible;
2. The right to manage and direct the employees of the various agencies;
3. The right to transfer, assign or retain employees in positions within the agency;
4. The right to suspend, discharge or take other appropriate disciplinary action against employees for just cause;
5. The right to determine the size and composition of the work force and to layoff employees as provided in Article XIV of this Agreement;
6. The right to determine the mission of the agency and the methods and means necessary to fulfill that mission including the contracting out for or the transfer, alteration, curtailment or discontinuance of any goals or services.

ARTICLE IV

NON-DISCRIMINATION

Section 1. Prohibition

Neither the Employer nor IFPE shall discriminate against any employee on the basis of race, color, religion, national origin, sex, sexual orientation, creed, mental and or physical disability, political affiliation age or other non merit factors.

Section 2. Employer's Responsibility

The Employer shall not discriminate against, interfere with, restrain or coerce employees because of their lawful activities on behalf of IFPE or because of their exercise of any rights granted by this Agreement or by the Illinois Labor Relations Act (P.A. 83-1012).

Section 3. IFPE Responsibility

IFPE shall not restrain or coerce employees in the exercise of rights guaranteed by this Agreement or by the Illinois Public Labor Relations act (P.A. 83-1012).

Section 4. IFPE Solicitation

Neither IFPE or its members shall solicit membership during an employee's scheduled work time.

Section 5. Equal Employment - Affirmative Action

The parties agree that both have a legal and moral obligation to comply with federal and state Equal Employment and Affirmative Action Laws.

ARTICLE V

DUES DEDUCTIONS

Section 1. Deductions

The Employer agrees to deduct IFPE membership fees and assessments upon receipt of an appropriate written authorization in accordance with the law and procedures of the Comptroller. When an employee transfers from one agency to another he/she shall be retained on dues deductions without the necessity of resubmitting additional authorization cards, unless such action would be in violation of any State law.

Section 2. Fair Share Agreement

Pursuant to Section 3(g) of the Illinois Public Labor Relations Act effective July 1, 1984, the parties agree that effective July 1, 1984, if the IFPE RC-29 unit has a majority of union members, as verified by the Comptroller's Office through the calculation of employees making dues deductions or other mutually agreed upon method of verification, non-union members in the unit shall be required to pay their proportionate share of the costs of the collective bargaining process, contract administration, and/or pursuing matters affecting wages, hours and other conditions of employment, but not to exceed the amount of dues uniformly required to members. Such proportionate share, once certified by the exclusive bargaining agent, shall be deducted from the employee's paycheck. Such fair share provision shall remain in effect for the duration of the Labor Agreement or until it can be demonstrated to the Employer that fewer than a majority of the employees are union members.

If the IFPE RC-29 unit does not have a majority of employees as union members, the exclusive bargaining agent may request an election of the bargaining unit employees to determine whether or not a fair share provision shall be applied to non-union members. Such election shall be conducted by the Illinois State Department of Labor, or some other neutral third party upon which the parties can mutually agree. Such election shall be conducted by security mail ballot and any costs associated with the process shall be assumed by the exclusive representative. If it is determined, by the normal and standardized balloting and election procedures established by the third party that a majority of bargaining unit employees who vote favor the fair share provision, such fair share provision, subject to the same conditions listed above, shall be implemented on the pay period following the certification of election results, and shall remain in effect for the duration of the Labor Agreement. If the majority of employees in the bargaining unit who vote do not favor the fair share provision, such provision shall not be implemented and the exclusive representative is precluded from requesting another election within one year of the certification of election results. If at any time during the Agreement the exclusive bargaining representative, through certification of the Comptroller's Office or other mutually agreed upon method of verification, can show that a majority of the bargaining unit employees are union members, the fair share provision shall be implemented during the pay period following such certification and shall remain in effect for the duration of the Agreement or until it can be demonstrated to the Employer that a majority of the employees in the bargaining unit are not union members.

Section 3. Remittance

The Employer agrees to remit deductions made pursuant to Section 1 and Section 2 of this Article promptly to IFPE at the address designated in writing to the Comptroller by IFPE.

Section 4. Indemnification

IFPE shall indemnify and hold the Employer harmless against any claim, demand, suit or liability arising from any action taken by the Employer in complying with this Article.

ARTICLE VI

SENIORITY

Section 1. Definition

Seniority shall, for the purposes stated in this Agreement, consist of an employee's length of continuous service with all agencies, boards or commissions under the jurisdiction of the Governor since her/his most recent date of hire with the Employer.

For purposes of bidding for promotion, shift assignment, days off and vacation scheduling, seniority shall be defined as an employee's length of continuous service within the bargaining unit and within the employing agency.

Employees who have accrued continuous service in another merit system in the state service or who have accrued continuous service in state service not covered by any merit system, and who have been transferred to an agency subject to the Personnel Code, shall be given such credit for said service as shall be determined by the Director or required by law.

Ties in seniority dates shall be broken at the time the employees complete the probationary period. The procedure to break the tie shall be negotiated in an agency level supplemental agreement subject to the approval of the Department of Central Management Services. If an agency has no tie breaking procedure for certified employees, the parties shall negotiate the implementation of a tie breaking procedure. After the negotiated procedure is implemented, the affected employees and IFPE will be present during the tie breaking procedure. Current tie breaking procedures will remain in effect until an agreed to procedure is implemented.

Section 2. Information

The Employer shall provide IFPE with seniority dates for all bargaining unit employees within 30 days of the effective date of this Agreement. An employee who wishes to challenge his/her seniority date must do so within 15 days of the IFPE's receipt of seniority dates by filing a grievance at Step 1 of the grievance procedure.

Section 3. Termination

Seniority shall be terminated when an employee:

- A. voluntary resigns, provided that he/she is not reemployed within four (4) calendar days;
- B. is discharged, provided that should the employee be returned as a result of an appeal, his/her seniority shall be reinstated;
- C. fails to report to work upon recall as provided in Article XIV;
- D. is laid off for a period of two (2) years.

ARTICLE VII

HOURS OF WORK

Section 1. Limitation

This Article shall not be construed as a guarantee or limitation on the number of hours per day or days per week.

Section 2. Definition

The workweek is defined as a regularly reoccurring period of 168 hours consisting of 7 consecutive 24-hour periods. An employee's normal workweek shall consist of not more than 40 hours. Work schedules currently providing a normal workweek of 37 1/2 hours shall not be increased. The normal workweek shall consist of 5 consecutive days of work followed by 2 consecutive days off, except in those agencies having continuous and/or seasonal operations or where rotating schedules exist.

Section 3. Work Schedules

The parties shall reduce to writing what current scheduling practices prevail with respect to the starting and quitting times, days off, shifts or rotations thereof. Thereafter, where changes in permanent schedules affecting bargaining unit employees are made by the Employer, the Employer shall

notify the IFPE and upon timely request, negotiate with it concerning such changes. The Employer will provide at least 10 calendar days notice prior to the effective date. Disputes over such changes shall be subject to the contractual grievance procedure. The Employer reserves the right to implement such schedule changes pending resolution of any grievance.

The Employer reserves the right to make temporary or seasonal work schedule changes without negotiation. Those changes may be implemented with a minimum five (5) day notice to IFPE and the employee.

Annual bid for shift assignment shall be subject to Article XXIII, Section 1, E.

Section 4. Rest Period

Employees with a fixed worksite shall be entitled to a non-cumulative 15-minute paid rest period at approximately midway during both the first and second half of the workday. Employees with a non-fixed worksite shall be entitled to a paid rest period not to exceed 15 minutes during both the first and second half of the workday where current practice so provides. Such rest periods shall be granted except during operational emergencies.

Employees scheduled to work a workweek of four consecutive workdays of relatively equal length shall receive two rest periods consisting of 20 minutes each.

Section 5. Meal Period

The Employer agrees to grant a meal period of not less than 30 but not more than 60 consecutive minutes to employees with a fixed worksite approximately midway during the workday. The Employer shall grant a meal period of not less than 30 but not more than 60 consecutive minutes to employees with a non-fixed worksite approximately midway in the workday where current practice so provides. However, this shall not preclude work schedules which provide for a paid meal period. Those employees who receive an unpaid meal period, and are required to work at their work assignments and are not relieved for such meal periods, shall have such time treated as hours worked for the purpose of computing overtime. Such meal periods as defined above shall be granted except in the case of an operational emergency. Unless the specific job assignment requires it, an employee shall not be required to eat with clients and/or patients.

Section 6. Travel Time

Travel time, as required by the Employer, is considered work time if the travel is between work sites during the regular workday. Time spent in traveling from an employee's residence to and/or from a work site is not considered work time except in those instances where the employee is required by the Employer to travel in excess of twenty (20) miles one way, as measured from the employee's official headquarters in which case the miles in excess of twenty (20) will be considered work time. In those situations where an employee's official headquarters is his/her residence, regardless of agency practices in existence at the time of the signing of this Agreement, the time spent in travel which will be considered work time will be subject to local level negotiations.

Section 7. Scheduling of Overtime

Subject to operational necessities, the Employer shall offer overtime to employees by seniority within the job classification that normally performs the work within the work location where the overtime is required, from the most senior employee to the least senior employee. Where no volunteers are available for overtime, the Employer shall assign the overtime in reverse seniority order from the least senior to the most senior. Each time such mandatory overtime is required, the Employer shall begin with the seniority point last used at the beginning rotation. Refusal to accept voluntary overtime shall cause that employee's name to be placed at the end of the respective rotation list.

Section 8. 4-Day Workweek

When in the judgment of the affected agencies, efficiency and economy can best be served by doing so, the agency may institute a workweek of four consecutive workdays of relative equal length on selected operations. IFPE will be notified and have the opportunity to discuss such change. Overtime shall be paid in accordance with Article IX, Section 1. Any sick leave, vacation, personal leave, holidays or other time taken off shall be earned or accumulated on the basis of the normal 7 1/2 to 8 hour workday.

Section 9. Flexible Schedules

An Agency's flex-time positions shall be divided as equitably as possible. Agency will notify IFPE of those employees on Flex-time schedules. Where more employees request flex-time than positions available, the employee who demonstrates the greatest personal need shall have preference. The scheduling of flex-time shall be by mutual

arrangement between the employee and his/her supervisor. The Employer shall periodically review each flex-time schedule to evaluate the greatest personal need. Flex-time schedules may be terminated based on the operating needs of the Agency or when the original reason for Flex-time no longer exists. Agency shall notify IFPE of any Flex-time schedule termination, and if requested, shall discuss reasons for termination. Employees authorized by the Employer to work a flex-time schedule shall annually re-apply for the flex time schedule.

Section 10. Late Arrival and Unauthorized Absence

The threshold between late arrival and unauthorized absence is one hour after the starting time.

ARTICLE VIII

RATES OF PAY

Section 1. Wage Schedule

Such negotiated rates are set forth in Appendix A and shall become the rates of pay applicable to such position classifications.

Section 2. Step Increases

Employees who have not attained Step 8 shall receive a step increase to the next step upon satisfactory completion of twelve (12) months of creditable service. Step increases are referenced in Appendix A.

Section 3. Wage Increase

A. General Increase

- 1) Pursuant to the terms set forth in Article XXI, effective January 1, 2005, the pay rates for all bargaining unit classifications and steps shall be increased by 2.00% for employees on the standard pension formula and 2.75% for employees on the alternative pension formula, which rates are set out in Schedule A.
- 2) Effective July 1, 2005, the pay rates for all bargaining unit classifications and steps shall be increased by 2.00%, which rates are set out in Schedule A.
- 3) Pursuant to the terms set forth in Article XXI, effective January 1, 2006, the pay rates for all

bargaining unit classifications and steps shall be increased by 3.00% for employees on the standard pension formula and 3.75% for employees on the alternative pension formula, which rates are set out in Schedule A.

- 4) Effective July 1, 2006, the pay rates for all bargaining unit classifications and steps shall be increased by 3.00%, which rates are set out in Schedule A.
- 5) Effective January 1, 2007, the pay rates for all bargaining unit classifications and steps shall be increased by 1.00%, which rates are set out in Schedule A.
- 6) Effective July 1, 2007, the pay rates for all bargaining unit classifications and steps shall be increased by 3.00%, which rates are set out in Schedule A.
- 7) Effective January 1, 2008, the pay rates for all bargaining unit classifications and steps shall be increased by 3.00%, which rates are set out in Schedule A.

B. Step 8

- 1) Effective January 1, 2001, a Step 8 shall be established for each pay grade at a pay rate 1% higher than the Step 7 rate in each pay grade.
- 2) Effective January 1, 2002, the Step 8 for each pay grade shall be increased to a pay rate 1% higher than the Step 7 rate in each pay grade.
- 3) Effective January 1, 2003, the Step 8 for each pay grade shall be increased to a pay rate 1% higher than the Step 7 rate in each pay grade.
- 4) Effective July 1, 2007, the Step 8 rate shall be increased to a pay rate 1% higher.

Section 4. Impact of New Titles on Salaries

In the event that a title not currently in the RC-29 bargaining unit is added to this unit, the parties agree to negotiate the salary of the position being added and to negotiate over the impact the salary of the new position has on the salary of any similar position in the bargaining unit. It is understood that disputes over the Employer's pay grade placement are not subject to the Grievance Procedure.

Section 5. Longevity Increase

Effective July 1, 1998, the Step 7 rate shall be increased by \$50.00 per month for those employees [non-sworn] who attain fifteen (15) years of service and have three (3) or more years of creditable service on Step 7 in the same pay grade.

Effective July 1, 1998 employees in the following classifications:

Arson Investigator I and II;
Commerce Commission Police Officer I and II;
Police Officer I, II, and III;

shall be placed in a longevity schedule receiving a salary increase of \$50.00 per month upon reaching ten (10) years, thirteen (13) years, fifteen (15) years, and seventeen (17) years service in the same classification series.

Effective July 1, 2003 employees in the following classifications:

Arson Investigator I and II;
Commerce Commission Police Officer I and II;
Police Officer I, II, and III;

Shall be placed in a longevity schedule receiving a salary increase of \$50.00 per month upon reaching ten (10) years, thirteen (13) years, and fifteen (15) years service in the same classification series. Employees shall be placed in a longevity schedule receiving a salary increase of \$75.00 per month upon reaching seventeen (17) years service in the same classification series.

Section 6. Pay Grade Adjustments

- A. Effective July 1, 2005, the classification Truck Weighing Inspector shall be increased one (1) pay grade.
- B. Effective July 1, 2006 the classifications Truck Weighing Inspector and Liquor Control Special Agents I shall be increased one pay grade.
- C. Effective July 1, 2007 the classifications Licensing Investigators I, II, III and IV shall be increased one pay grade.

Section 7. Pay Adjustment

Effective July 1, 2004, positions whose job descriptions require the use of sign language, or which require the employee to be bilingual, or which requires the employee to

use Braille shall receive \$100.00 per month in addition to the rates of pay set forth in this Agreement.

Section 8. Direct Deposit

Effective July 1, 2004, all newly hired employees shall be required to utilize direct deposit of paychecks. All employees currently utilizing direct deposit shall continue to receive paychecks via direct deposit.

ARTICLE IX

PREMIUM PAY

Section 1. Overtime

- A. Employees who are authorized and do work in excess of their normal work week, or the normal work day on any one scheduled period as defined in Article VII, Section 2 of this Agreement, shall be paid at the rate of one and one half time the employee's straight time hourly rate for all hours worked outside of their normal work hours. No overtime credit shall be earned unless specifically authorized and/or directed by the Employer. Overtime in less than fifteen (15) minute increments shall not accrue.
- B. Overtime shall be paid in cash unless an employee requests compensatory time off, at the rate it was earned either straight time or at the applicable overtime rate. Such request shall be considered and granted or denied at the discretion of the Employer. The employee shall make his/her choice known to the Employer not later than the end of the work week in which the overtime was earned. If such compensatory time request is granted, it shall be taken within the Fiscal Year it was earned at a time convenient to the employee and consistent with the operating needs of the Agency. However, accrued compensatory time not scheduled or taken by the end of the fiscal year shall be liquidated and paid in cash at the rate in effect at the time of the liquidation.

Section 2. Holiday Pay

- A) An employee who is required to work on either an approved State holiday or the observed holiday may, at the employee's discretion, choose double time cash in lieu of having compensatory time off at a future date, except an employee who works on only Fourth of July, Thanksgiving Day or Christmas Day may choose to receive double time and one-half cash payment in lieu of time

off. For the purposes of overtime computation, holidays shall count as time worked, unless such holiday falls on the employee's regularly scheduled day off. Accumulated holidays must be used within twelve (12) months from the date earned.

An employee working two shifts on a holiday, approved or actual, shall receive holiday compensation for both shifts.

Notwithstanding the above, supervisors may grant employee requests to use holiday time in smaller increments of one-half ($\frac{1}{2}$) hour after a minimum use of one (1) hour.

- B) Should any agency currently allow the accumulation of holidays, beyond twelve (12) months, those accumulated holidays shall be liquidated in cash when the employee leaves state service. Payment is subject to any applicable taxes and payroll deductions.

The language in Section B, is intended to address the liquidation of holidays that have accumulated beyond the twelve (12) month period, and is not intended to allow for the continuation of such accrual after July 1, 1997.

Section 3. Shift Differential

Employees shall be paid a shift differential of 50¢ per hour in addition to their base salary rate for all hours worked if their regular schedule for that day excluding overtime provides that they are scheduled to work and they work half or more of such work hours before 7 a.m. or after 3 p.m.

Employees in positions have an indeterminate work schedule are not eligible for shift differential.

Effective July 1, 2001, employees shall be paid a shift differential of 55 cents per hour in addition to their base salary based on the above criteria.

Effective July 1, 2002, employees shall be paid a shift differential of 60 cents per hour in addition to their base salary based on the above criteria.

Effective July 1, 2003, employees shall be paid a shift differential of 67 cents per hour in addition to their base salary based on the above criteria.

Employees who currently receive a percentage shift differential providing more than the per hour based indicated above on the base rate of pay prior to the effective date hereof shall have such percentage converted

to the cents-per-hour equivalent rounded to the nearest cent and shall continue to receive such higher cents-per-hour rate.

Section 4. Call-Back

An employee called back to work by the Employer outside of his regularly scheduled shift or on his/her scheduled days off shall be compensated at the appropriate straight time or overtime rate for a minimum of two (2) hours of work. Payment shall be made pursuant to Section 1B of this Article.

Section 5. Stand-by

An employee who is directed by the Employer to be available for work within one hour shall be entitled to stand-by pay, and shall receive two hours straight time pay for any period of stand-by of twelve hours or less, whether required to work or not.

Section 6. Daylight Savings Time

Employees working during the shift when Daylight Savings Time changes to Standard Time will receive the appropriate rate of premium pay for the extra hour worked. However, when Standard Time changes to Daylight Savings Time, employees will be allowed to use accumulated benefit time, excluding sick leave, to cover the one (1) hour reduction in work time.

Section 7. Commercial Drivers License

If any employee is required to possess a CDL, the Employer shall reimburse the employee for the renewal costs of the CDL associated with its issuance and application fee.

ARTICLE X

GRIEVANCE PROCEDURE

Section 1. Definition

- A. A grievance is defined as any dispute or difference between the Employer and IFPE or any employee or group of employees covered by this Agreement with respect to the meaning, interpretation or application of this Agreement or with respect to issues arising out of other circumstances or conditions of employment within the control of the Employer.

- B. Grievances may be processed by an employee as provided herein, and by IFPE on behalf of itself, on behalf of an employee or on behalf of a group of employees but must set forth the names or classifications of such group of employees on the grievance. The resolution of a group grievance shall be made applicable only to those employees listed as grievants or only to employees in the aggrieved classifications.
- C. Any grievance arising out of the interpretation and/or application of a provision contained within this Agreement shall be heard pursuant to the procedures established herein.

Section 2. Grievance Steps

- Step 1. Within five (5) days of the incident giving rise to the grievance, or from the date the employee shall have become aware of the incident with the exercise of reasonable diligence, the grievant shall file a written grievance with the first line supervisor outside of the bargaining unit. Only one subject matter shall be covered in any one grievance. The grievance shall contain a clear and concise statement of the facts giving rise to the grievance, the issue involved, the relief sought and specific references to this Agreement when appropriate. Within 5 days of receipt of the grievance, the first line supervisor shall issue a written decision and serve a copy on the grievant and on IFPE.
- Step 2. If dissatisfied with the Step 1 decision, the grievant or IFPE may appeal to Step 2 within five (5) days of receipt of the Step 1 decision or the date such decision was due, whichever is earlier, by filing a copy of the grievance with the intermediate administrator. Within five (5) days of receipt of the grievance, the intermediate administrator shall issue a written decision and serve a copy on the grievant and on IFPE.
- Step 3. If dissatisfied with the Step 2 decision, the grievant or IFPE may appeal to Step 3 within five (5) days of receipt of the Step 2 decision or the date such decision was due, whichever is earliest, by filing a copy of the grievance with the agency head. The agency head, or his/her designee, shall schedule a meeting to discuss the grievance with the grievant and IFPE in an attempt to resolve the grievance unless the parties agree otherwise. Such meeting shall be held within ten (10) days of receipt of the grievance. Within five (5) days after such meeting, the agency head shall issue a

written decision and serve a copy on the grievant and on IFPE. If no meeting is held, the Agency Head or his/her designee shall respond in writing to the grievance within fifteen (15) days of receipt of the grievance.

- Step 4. If dissatisfied with the Step 3 decision, or if no decision is issued within the specified time limit, IFPE may appeal to the Director by submitting a written notice of appeal with a copy of the grievance attached within ten (10) days after receipt of the Step 3 decision or the date such decision was due. Failure to file to Step 4 within the prescribed time limits, unless mutually agreed otherwise, shall result in the grievance being resolved pursuant to the Step 3 decision. Within ten (10) days of receipt of the Step 4 appeal the Director, or his/her designee, the parties shall schedule a meeting to attempt to resolve the grievance. If the grievance is not resolved, the IFPE shall have five (5) working days to request, in writing, that the grievance be submitted to an independent arbitrator.

Arbitrator Selection:

If in accordance with the above procedure the grievance(s) is appealed to arbitration, representatives of the Employer and IFPE shall select an arbitrator. If IFPE has been requested by the Employer to select an arbitrator, and fails to respond within (45) days, the grievance shall be considered withdrawn.

Both parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the arbitrator. The Employer or IFPE shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its own witnesses.

Questions of arbitrability shall first be decided by the arbitrator. The arbitrator must make a preliminary determination on the question of arbitrability. Once a determination is made that the matter is arbitrable or if such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the dispute.

The arbitrator shall only have authority to determine compliance or non-compliance with the provisions of this Agreement and shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of

this Agreement. He shall only consider and make a decision with respect to the specific issues submitted, and shall have no authority to make a decision on any other issue not so submitted to him.

In the event the arbitrator finds a violation of the terms of this Agreement, he shall fashion an appropriate remedy. The arbitrator shall be without power to make a decision contrary to or inconsistent with or modifying or varying in any way the application of laws and rules and regulations having the force and effect of law. The arbitrator shall submit in writing his decision within thirty (30) calendar days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to a written extension thereof. The decision shall be based solely upon his interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. A decision rendered consistent with the terms of this Agreement shall be final and binding.

The expenses and fees of the arbitrator and the cost of the hearing room shall be paid by the losing party. In cases of split decisions the arbitrator shall determine what portion each party shall be billed for expenses and fees.

Nothing in this Article shall preclude the parties from agreeing to the appointment of a permanent arbitrator(s) during the term of the Agreement or to use the expedited arbitration procedures of the American Arbitration Association.

If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy it shall pay for the cost of its copy.

Section 3. Representation

Employees covered by this Agreement shall be represented only by IFPE. Such representation shall be permitted at any and all steps of the procedure. In any case where an employee represents himself/herself, the final level through which the grievance may be processed by the employee shall be at Step 3.

Section 4. Time Limits

- A. Grievances may be withdrawn at any step of the procedure without prejudice. Grievances not appealed within the designated time limits shall be treated as withdrawn. Failure of the Employer to respond within the designated time limits at any step of the grievance procedure shall permit IFPE, and where provided, the employee, to process the grievance to the next step within the designated time limits.
- B. The time limits at any step may be extended by agreement of the parties involved at that step.
- C. Grievances concerning suspensions or layoffs shall be initiated at Step 3 of the grievance procedure.
- D. Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure may by mutual agreement be filed at the appropriate step where the action giving rise to the grievance was initiated.
- E. Postmark dates are considered timely if that date is within the timeframes defined by the provisions of this Article.

Mutual agreement shall take place between the appropriate IFPE representative and the proper the Employer representative at the step where it is desired to initiate the grievance.

Section 5. Time Off

- A. The grievant and/or an IFPE steward shall be permitted reasonable time without loss of pay during their normal working hours to process a grievance. No employee or IFPE steward shall leave his/her work to process a grievance without first notifying and receiving authorization from his/her supervisor, which authorization shall not unreasonably be withheld. Such leave shall not interfere with the operating needs of the agency.
- B. The Employer shall not be responsible for any travel or subsistence expenses incurred by grievants or IFPE steward in the processing of grievances.
- C. Witnesses who have been subpoenaed and who are State employees and whose testimony is pertinent to the grievance presentation will be permitted reasonable time off without loss of pay to attend grievance or arbitration hearings.

Section 6. Number of Grievances

By mutual agreement of IFPE and the Employer, more than one grievance may be scheduled at any step of the grievance procedure.

Section 7. Stewards and Jurisdictions

IFPE shall designate up to 75 stewards, in addition to IFPE staff, who are bargaining unit members who are authorized to represent employees. IFPE shall designate the jurisdictional area for each steward. Each jurisdictional area shall be limited to a reasonable area to minimize the loss of work time and travel, giving consideration for the geographic area, shifts, employing units and/or departments where the number of employees in such units or departments are too minimal to warrant designation of a steward.

IFPE shall provide to the Employer a written list of stewards and their respective jurisdictional areas within a reasonable period of time after the effective date of this Agreement. Any changes thereto shall be forwarded to the Employer by IFPE as soon as possible after changes are made. Parties agree that only stewards whose names are submitted to the Employer in accordance with this section shall be recognized as official representatives of IFPE.

Section 8. Civil Service Commission Jurisdiction

The parties recognize that the Civil Service Commission has sole jurisdiction and authority to hear appeals relating to demotion, geographical transfer, or position classification/allocation.

Discharges and suspensions in excess of thirty (30) days within a twelve month period shall be either arbitrated through the grievance procedure or appealed to the Civil Service Commission. An employee who files an appeal to the Civil Service Commission under the provisions of the Personal Code and Rules of the Department of Central Management Services over the same subject matter shall waive any rights provided in this Article.

Section 9. Pertinent Witnesses and Information

Either party may request the production of specific documents, books, papers or witnesses reasonably available and substantially pertinent to the grievance under consideration. Such request shall not be unreasonably denied, and if granted shall be in conformance with applicable laws, and rules issued pursuant thereto, governing the dissemination of such materials.

Requests to interview the other parties witnesses shall be made through the appropriate representatives. Each party shall have the right to have its representatives present during all such interviews.

If the request is unreasonably denied, IFPE may petition the Director of Central Management Services who shall subpoena the material and/or witnesses in conformance with the provisions of this Section and his/her statutory powers, and such delay shall not penalize the grievant.

ARTICLE XI

DISCIPLINE

Section 1. Definition

Disciplinary action shall include the following:

- A. Oral reprimand
- B. Written reprimand
- C. Suspension
- D. Discharge

Discipline may be imposed upon an employee only for just cause. The Employer agrees with the tenets of corrective and progressive discipline.

Notations of oral reprimands may be placed in the employee's personnel file. Copies of that notation shall be given to the employee. An employee shall not be demoted for disciplinary reasons. Counseling and corrective action plans are not considered discipline.

Section 2. Suspension Pending Discharge

The Employer may suspend an employee without pay up to 30 days pending a decision on discharge of the employee, and such shall not be grievable under Article X.

Section 3. Pre-Disciplinary Meeting

The Employer shall afford a reasonable opportunity for a pre-disciplinary meeting with the employee involved and, if requested by the employee, an IFPE representative. If the employee does not request IFPE representation, an IFPE representative shall nevertheless be entitled to be present as a non-active participant at any and all such meetings. Reasonably in advance of such meeting the Employer shall

provide IFPE with the alleged violation(s) and shall make every reasonable effort to provide IFPE with all relevant documentation, including the names of witnesses, being used by the Employer to substantiate the alleged violation(s). An employee or his/her representative is allowed to rebut the charge(s) if the employee so desires. The Employer shall provide reasonable notice of such meeting to be held at a mutually agreeable time.

Pre-disciplinary meetings shall not be held in cases of oral reprimands.

Section 4. Notice

In the event written disciplinary action is taken against an employee, the Employer shall promptly furnish the employee and IFPE with a clear and concise copy of the statement of facts giving rise to the discipline and the measure of discipline intended. The measure of discipline intended may not be increased as it relates to the statement of facts once the statement has been served.

The Employer shall notify the employee and IFPE of the discipline imposed, within 45 days after completion of the pre-disciplinary meeting. The Employer shall notify the employee and IFPE of the measure of discipline, on the same date.

Section 5. Investigatory Interview

An employee shall be entitled to the presence of a steward or IFPE staff at an investigatory interview if he/she requests one and if the employee has reasonable grounds to believe that the interview may be used to support disciplinary action against him/her. Such IFPE representative may be present during an investigatory interview for the purpose of protecting an employee's rights under the Collective Bargaining Agreement, however, such representative shall not act in a manner that will obstruct the investigation. The employee and IFPE shall be advised, in writing, that the investigation is completed.

Section 6. Removal of Discipline

Any discipline imposed for tardiness or absenteeism shall be removed from an employee's record, if from the date of the last warning or discipline, two years pass without the employee receiving an additional warning or discipline for such offense or similar offenses.

By written request of the employee, any discipline imposed for other causes except suspensions and/or discharges shall be removed from an employee's record if, from the date of the last warning or discipline, two (2) years pass without

the employee receiving any additional discipline. Such removal shall be at the request of the employee but in any case shall not be used against the employee.

Section 7. Affirmative Attendance

The Employer and IFPE shall define an Affirmative Attendance policy during Agency supplemental negotiations. Current practices will remain in effect in each agency until a policy is implemented.

ARTICLE XII

LEAVES OF ABSENCE OTHER THAN SICK LEAVE

AND ILLNESS AND INJURY LEAVE

Section 1. Leave for Personal Business

All employees, excepting those in emergency, per diem or temporary status, shall be permitted three (3) personal business days off each calendar year with pay. Such personal days may be used for occurrences as observance of religious holidays, Christmas shopping, absence due to severe weather conditions, or for other similar personal reasons, but shall not be used to extend a holiday or annual leave except as permitted in advance by the operating agency through prior written approval. Employees entitled to receive such leave who enter service during the year shall be given credit for such leave at the rate of 1/2 day for each two (2) months service for the calendar year in which hired. Such personal leave may not be used in increments of less than 2 hours at a time. Except for those emergency situations which preclude the making of prior arrangements, such days off shall be scheduled sufficiently in advance to be consistent with operating needs of the Employer. When requested within current procedural guidelines with reasonable advance notice, personal business days shall be granted, unless a documented emergency would cause cancellation of such day off. When an employee is claiming an emergency situation in regards to use of a personal day, the Employer has the right to inquire as to the nature of the emergency.

If an employee claims the use of an emergency personal business day on holidays listed in this Agreement, or on the day before or day after said holiday, the Employer has the right, upon request, and may require documentation of the emergency when reasonable grounds exist to suggest abuse.

Personal leave shall not accumulate from calendar year to calendar year; nor shall any employee be entitled to

payment for unused personal leave upon separation from the service except as provided by law and/or Personnel Rule.

Section 2. Leaves of Absence Without Pay

A. Unless otherwise provided in the Personnel Rules and with the prior approval of the Director, an agency may grant leaves of absence without pay to employees for periods not to exceed six (6) months, and such leaves may be extended for good cause by the operating agency for additional six (6) month periods with the Director's approval.

Any employee, except an employee in a position or program financed in whole or in part by loans or grants made by the United States or any Federal agency, who is elected to State office, shall, upon request, be granted a leave of absence for the duration of the elected terms.

No emergency or temporary employee shall be granted leave of absence.

B. An employee's continuous seniority date will not be affected for up to one (1) year because of an approved Family Responsibility Leave. Upon expiration of the leave, the Employer shall return the employee to the same or similar position classification that the employee held immediately prior to the commencement of the leave, seniority permitting. If there is no such position available, the employee will be subject to layoff in accordance with Article XIV, Layoff.

Section 3. Disability Leave

A. An employee who is unable to perform a substantial portion of his/her regularly assigned duties due to temporary physical or mental disability shall upon request be granted a leave for the duration of such disability.

B. In granting such leave or use of sick leave as provided in Personnel Rule 303.90, the agency shall apply the following standards:

1. A substantial portion of regularly assigned duties shall be those duties or responsibilities normally performed by the employee which constitute a significant portion of the employee's time or which constitute the differentiating factors which identify that particular position from other positions, provided the balance of duties can be reassigned by the agency;
2. A request for disability leave shall be in writing except when the agency is advised by other

appropriate means of the employee's disability in which event the employee's signature is not required;

3. Except for service-connected disability as provided in Personnel Rule 303.135, the employee shall have exhausted available sick leave provided under Personnel Rule 303.90 prior to being granted a disability leave; an employee may use other accrued paid time for this purpose but is not required to do so;
 4. During a disability leave, the disabled employee shall provide written verification by a person licensed under the "Medical Practices Act" (Ill. Rev. Stat. 1981, ch. 111, pars. 4401 et seq.) or under similar laws of Illinois or of other states or countries or by an individual authorized by a recognized religious denomination to treat by prayer or spiritual means; such verification shall show the diagnosis, prognosis and expected duration of the disability; such verification shall be made no less often than every 30 days during a period of disability, unless the nature of the disability precludes the need for such frequency of verification;
 5. As soon as an employee becomes aware of an impending period of disability, he/she shall notify the appropriate supervisor of such disability and provide a written statement by the attending physician of the approximate date the employee will be unable to perform his/her regularly assigned duties;
 6. If the agency has reason to believe that the employee is able or unable to perform a substantial portion of his/her regularly assigned duties, it may seek and rely upon the decision of an impartial physician chosen by agreement of the parties or in the absence of such agreement upon the decision of an impartial physician who is not a State employee and who is selected by the Director.
- C. Failure of an employee to provide verification of continued disability upon reasonable request shall on due notice cause termination of such leave.
- D. An employee's disability leave shall terminate when said employee is no longer temporarily disabled from performing his/her regularly assigned duties:
1. An employee is no longer temporarily disabled when he/she is able to perform his/her regularly

assigned duties upon advice of the appropriate authority or, in the absence of such authority, the attending physician.

2. An employee is no longer temporarily disabled when he/she is found to be permanently disabled and unable to perform a substantial or significant portion of his/her regularly assigned duties by the appropriate authority, or in the absence of such authority, by the attending physician.
 3. In determining whether to approve a requested discharge of an employee for failure to return from a disability leave or for physical inability to perform the duties of a position, the Director may seek and rely upon the advice of the State Employees' Retirement System or other appropriate authority, including an impartial physician selected in accordance with Personnel Rule 303.145 B. (See B 6 above)
- E. 1. An employee who returns from a disability leave of six (6) months or less shall be returned by the agency to the same or similar position in the same classification in which the employee was incumbent at the time the leave commenced.
2. An employee who returns from a disability leave exceeding six (6) months and there is no vacant position available in the same classification held by the employee at the commencement of such leave may be laid off in accordance with the Personnel Rules on Voluntary Reduction and Layoff, unless such leave resulted from service-connected disability, in which case the employee shall be returned to employment as in E 1 above.

Section 4. Employee Rights After Leave

When an employee returns from a leave of absence of six (6) months or less, the agency shall return the employee to the same or similar position in the same classification in which the employee was incumbent prior to commencement of such leave. Except for those leaves granted under Personnel Rules 303.155 and 303.160, when an employee returns from a leave or leaves exceeding six (6) months and there is no vacant position available to him/her in the same classification in which the employee was incumbent to such leave or leaves commencing, the employee may be laid off in accordance with the Personnel Rules on voluntary reduction and layoffs.

Section 5. Failure to Return

Failure to return from leave within five (5) days after the expiration date may be cause for discharge.

Section 6. Leave to Take Exempt Position

The Director may approve leaves of absence for certified employees who accept appointment in a position which is exempt from Jurisdiction B of the Personnel Code. Such leaves of absence may be for a period of one year or less and may be extended for additional one year periods. At the expiration thereof, an employee shall be restored to the same or similar position upon making application to the employing agency with continuous service including the period of such leave.

Section 7. Military and Peace Corps Leave

Leaves of absence shall be allowed employees who enter military service or the Peace or Job Corps as provided in Personnel Rules 302.220 and 302.250 and as may be required by law.

Section 8. Military Reserve Training and Emergency Call-Up Pay Policy

- A. Any full-time employee who is a member of a reserve component of the Armed Services, the Illinois National Guard or the Illinois Naval Militia, shall be allowed annual leave with pay for one full pay period and such additions or extensions to fulfill the military reserve obligation. Such leaves will be granted without loss of seniority or other accrued benefits.
- B. In the case of an emergency call-up (or order to State active duty) by the Governor, the leave shall be granted for the duration of said emergency with pay and without loss of seniority or other accrued benefits. Military earnings for the emergency call-up paid under the Illinois Military Code must be submitted and assigned to the employing agency, and the employing agency shall return it to the payroll fund from which the employee's payroll check was drawn. If military pay exceeds the employee's earnings for the period, the employing agency shall return the difference to the employee.
- C. To be eligible for military reserve leave or emergency call-up pay, the employee must provide the employing agency with a certificate from the commanding officer of his/her unit that the leave taken was for either such purpose.

- D. Any full-time employee who is a member of any reserve component of the United States Armed Forces or of any reserve component of the Illinois State Militia shall be granted leave from state employment for any period actively spent in such military service including basic training and special or advanced training, whether or not within the State, and whether or not voluntary.
- E. During such basic training and up to 60 days if special or advance training, if such employee's compensation for military activities is less than his/her compensation as a State employee, he shall receive his regular compensation as a State employee minus the amount of his base pay for military activities. During such training, the employee's seniority and other benefits shall continue to accrue.

Section 9. Leave for Military Physical Examinations

Any permanent employee drafted into military service shall be allowed up to three (3) days leave with pay to take a physical examination required by such draft. Upon request, the employee must provide the employing agency with certification by a responsible authority that the period of leave was actually used for such purpose.

Section 10. Attendance in Court

Any permanent employee called for jury duty or subpoenaed by any legislative, judicial or administrative tribunal, shall be allowed time away from work without loss of pay during his/her working hours for such purposes except in matters of non-work related personal litigation. Upon receiving the sum paid for jury service or witness fee, the employee shall submit the warrant, or its equivalent, to the agency to be returned to the fund in the State Treasury from which the original payroll warrant was drawn. Provided, however, an employee may elect to fulfill such call or subpoena on accrued time off and personal leave and retain the full amount received for such service. Jury duty service shall replace an employee's shift on regularly scheduled work days.

Emergency or temporary employees shall be allowed time off without pay for such purpose and shall be allowed to retain the reimbursement received therefore.

Section 11. Fitness for Duty

If the Employer has reason to believe that the employee is unable to perform a substantial portion of his/her regularly assigned duties, it may seek and rely upon the decision of an impartial physician chosen by agreement of the parties or in absence of such agreement upon the

decision of an impartial physician who is not a State employee and is selected by the Director.

Section 12. Maternity/Paternity

All female bargaining unit members who show proof that they have received prenatal care in the first 20 weeks will be eligible for four (4) weeks (20 work days) paid maternity leave. Such proof shall be provided to the Employer no later than the 24th week of pregnancy. All male bargaining unit members who show proof that their spouses have received prenatal care in the first twenty weeks, with notification to the Employer within 24 weeks, will be eligible for three (3) weeks (15 work days) of paid paternity leave. The State shall require proof of the birth and marriage for a non-covered spouse. Maternity and/or paternity leave shall be limited to one (1) leave per family for each birth.

All bargaining unit members are eligible for three (3) weeks (15 days) of paid leave with a new adoption, with the leave to commence when physical custody of the child has been granted to the member, provided that the member can show that the formal adoption process is underway. The agency personnel office must be notified, and the member must submit proof that the adoption has been initiated. Adoption leave shall be limited to one (1) leave per family per year.

Section 13. Effect of Department of Central Management Services Personnel Rules

The Department of Central Management Services Personnel Rules govern the substantive content of this Article, and any amendments to said Rules are immediately incorporated as additions and/or amendments to this Article.

The Employer agrees to provide the IFPE with copies of any amendments, and upon timely request by the IFPE, negotiate with the IFPE over the impact, if any, of such amendments when required by the Illinois State Labor Relations Act.

ARTICLE XIII

SICK LEAVE AND ILLNESS AND INJURY LEAVE

Section 1. Sick Leave

All employees, excepting those in emergency, intermittent, per diem or temporary status, unless such status is the result of accepting a non-permanent working assignment in

another class, shall accumulate paid sick leave at the rate of one day for each month's service during their current period of continuous service. Sick leave may be used for illness, disability, or injury of the employee, appointments with doctors, dentists, or other professional medical practitioners, and in the event of serious illness, disability, injury, or death of a member of an employee's immediate family or household. For purposes of definition, the "immediate family or household" shall be husband, wife, mother, father, brother, sister, children, grandchildren, or any relative or person living in the employee's household from whom the employee has custodial responsibility or where such person is financially and emotionally dependent on the employee and where the presence of the employee is needed. Sick leave may also be used in the event of death of grand relations and parent and child-in-law. Such days may be used in increments of no less than 1 hour at a time.

Evidence of illness, including doctor's statements, as defined in Section 6 (a), (b), and (c), of this Article, may be required where the Employer may have reason to believe consistent with the provisions of this section, that such leave days were not used for the purpose herein set forth. Abuse of sick time is the utilization of sick days for reasons other than those stated in the Collective Bargaining Agreement.

For periods of absence for more than ten (10) consecutive workdays the employee shall provide verification for such absence in accordance with the provisions of Personnel Rule 303.145. When requested by the employee, the Employer shall provide all necessary medical forms to the employee sufficiently in advance so such forms can be timely completed by the medical practitioner.

Visits of two days per year to a veterans' hospital for examination needed because of military service-connected disability shall be in pay status without charge to sick leave.

Section 2. Accumulation of Sick Leave

Employees shall be allowed to carry over from year to year of continuous service any unused sick leave allowed under this provision and shall retain any unused sick leave or emergency absence leave accumulated prior to the effective date of this Agreement.

Section 3. Advancement of Sick Leave

An employee with more than two (2) years continuous service, whose personnel records warrant it, may be advanced sick leave with pay for not more than ten (10)

working days upon written approval of the operating agency and the Director. Such advances will be charged against sick leave accumulated in subsequent service.

Effective January 1, 1996, an employee shall be awarded one additional personal day on January 1 of each calendar year if no sick time was used in the preceding twelve (12) month period, beginning on January 1 and ending on December 31. Such additional day shall be liquidated in accordance with Article XIII, Section 1.

Section 4. On-the-job Injury--Industrial Disease

An employee who suffers an on-the-job injury or who contracts a service-connected disease as determined by the Employer which causes him to be absent from work shall be allowed full pay without utilization of any accumulated sick leave or other benefits for up to five (5) days or up to a maximum of 37.5/40 hours of such necessary absence. Thereafter the employee shall be permitted to utilize accumulated sick leave. In the event such service-connected injury or illness becomes the subject of an award by the Industrial Commission, the employee shall restore to the State the dollar equivalent which duplicates payment received as sick leave days, and the employee's sick leave account shall be credited with sick leave day equivalents. In the case of an on-the-job or service-connected injury or disability, the employee shall accumulate continuous service for the duration of the illness or injury leave.

At the end of an employee's illness or injury leave, she/he shall return to her/his prior position classification. If the employee does not have the continuous service, the layoff provisions of this Agreement shall apply. An employee who suffers an on-the-job injury or who contracts a service-connected disease shall not be required to utilize any accumulated sick days prior to being granted an illness or injury leave.

Section 5. Illness or Injury Leave

Employees who have utilized all their accumulated sick leave days and are unable to report to or back to work because of the start of or continuance of their sickness or injury shall receive an Illness or Injury Leave without pay and may receive additional extension(s) of such leave. Prior to application for such leave or extension thereof the employee shall inform the Employer that such condition exists, or advise the Employer that such condition is continuing before the expiration of their original leave or an extension thereof and if requested, take a physical examination given by the Employer's physician if there is a doubt as to the employee's illness. The employee shall report back to work as soon as physically able. If there

is a difference of opinion between the Employer's physician and the employee's physician as to his/her illness or ability to return to work, the Employer may request an examination by another physician (who is not employed by the State). Such examination shall be paid for by the Employer.

Section 6. Proof of Illness or Injury Status

The Employer may place an employee on proof of illness or injury status by notifying the employee and IFPE that future use of sick leave must be substantiated. In said notice, the Employer will state its reasons for placing the employee on proof status and will specify the type of substantiation required. The Employer shall specify any specific information it requires in the substantiation and the length of proof status. The employee or IFPE may grieve being placed on proof status pursuant to the procedures of Article X. If an employee on proof status fails to provide the required medical statement, the employee will not be allowed to use accumulated sick leave and may be subject to docking and/or discipline. The parties agree to the following definition of acceptable medical certification for proof status:

- a. Signature, address, and phone number of the examining medical practitioner (or authorized designee);
- b. The pertinent date(s) in question; and,
- c. An indication that the employee was unable to work on the date(s) in question for reasons of personal or family illness.

If the Employer demands an additional form of proof different from that which is furnished and involves cost to the employee the Employer shall pay the cost of such professional charges, when such verifies the employee was not abusing sick leave.

Section 7. Effect of Department of Central Management Services Personnel Rules

The Department of Central Management Services Personnel Rules govern the substantive content of this Article, and any amendments to said Rules are immediately incorporated as additions and/or amendments to this Article. The Employer agrees to provide the IFPE with copies of any amendments, and upon timely request by the IFPE, negotiate with the IFPE over the impact, if any, of such amendments when required by the Illinois State Labor Relations Act.

ARTICLE XIV

LAYOFF

Section 1. Application of Layoff

IFPE recognizes the right of the Employer to layoff employees for reasons of lack of funds or work, abolition of a position, or material change in duties or organization. Layoffs shall be in accordance with the procedure set forth in this Article except that it shall not apply to temporary emergency shutdown where all affected employees are to be recalled nor shall it apply in the event of temporary layoff pursuant to Section 6 of this Article.

Section 2. General Layoff Procedure

- A. Layoff shall be by appropriate organizational unit in the bargaining unit. Organizational units are defined as follows:
1. Within agencies having institutions and the Division of Land Management in the Department of Natural Resources, the organizational unit for layoff purposes shall be the employee's work site.
 2. For all other agencies, organizational unit for layoff purposes shall be defined as the geographic or organizational area of their department within which there is a common supervisor outside the bargaining unit but in no case shall such area be less than one county.

Within 120 days of the effective date of this Agreement, the Employer will notify the IFPE of the common supervisor outside the bargaining unit on an agency basis.

- B. Layoff shall be by position classification.
- 1) No certified, probationary or provisional employees may be laid off until all exempt, temporary and emergency employees in the same class and the approved layoff organizational unit are terminated.
 - 2) No certified or probationary employee may be laid off until all provisional employees in the same class and the approved layoff organizational unit are terminated.
 - 3) No certified employee may be laid off until all probationary employees in the same class and the approved layoff unit are laid off.

- C. Employees within the appropriate layoff unit shall be laid off in inverse order of seniority except that the Employer may layoff out of seniority order to comply with EEO and related affirmative action laws. For the purposes of layoff, seniority shall prevail unless a less senior employee has demonstrably superior skill and ability to perform the work required in the position classification. The parties shall meet to discuss such compliance with EEO and related affirmative action laws.

Section 3. Notice of Layoff

In the event the Employer becomes aware of an impending reduction in the work force due to layoff, it will notify IFPE whenever possible at least 30 calendar days prior to the effective date. If requested by IFPE, the Employer shall meet to determine if available bargaining unit vacancies may be filled by the affected employees. In emergency layoff situations IFPE shall be provided as much advance notice as possible. Unless operating conditions or events are specified in the proposed layoff plan, affected employees shall be given 10 working days notice prior to the effective date of the layoff.

Section 4. Transfer on Layoff

An employee who is scheduled for layoff shall be offered available permanent vacancies in the same position classification in other organizational units within the agency, within the county, or region, or district, if larger. Refusal to accept such offer will not impair the employee's rights to recall.

Section 5. Recall

- A. (1) When permanent vacancies occur within a position classification, prior to filling such vacancies by any other means, the Employer shall recall laid off employees to such position classification regardless of the agency in which the employee was laid off provided the employee is qualified to hold such a position. In agencies having institutional operations, such recall shall be by county, in order of seniority. In other agencies, recall shall be in order of seniority.
- (2) All employees subject to layoff or on layoff may select up to two (2) counties in addition to the county from which they have been laid off on whose recall list they wish their name to appear, and shall be so listed.
- B. An employee laid off from work shall retain and accumulate seniority and continuous service during such layoff not to exceed three (3) years.

- C. A laid off employee who fails to respond within ten (10) workdays of the recall, or upon acceptance fails to be available for work within the time agreed to by the Employer, which shall not be less than five (5) days, shall forfeit all recall rights.
- D. Employee's right to recall shall exist for a period of three (3) years from the effective date of layoff.

Section 6. Temporary Layoff

The above provisions do not apply in the event of layoff pursuant to Personnel Rule 302.510 which allows the Employer to temporarily layoff any employee for not more than five scheduled workdays in any 12-month period as a result of or for lack of work or lack of funds.

Section 7. Facility Closure or Transfer

In the event that an employing agency plans to close all or part of a State facility or the State plans to transfer control of a State facility to another agency, the agency or agencies involved, within a reasonable period of time of the Employer's announcement of the closure the Employer and IFPE will negotiate over such matters that may impact upon bargaining unit employees of the facility covered by this Agreement.

Section 8. Bumping in Lieu of Layoff

Any employee who is selected for layoff shall have the opportunity to bump the least senior employee in a lower level classification within the same classification series within the work location of the same agency of the Employer.

ARTICLE XV

VACATIONS

Section 1. Amounts

Employees, except emergency, temporary and those paid pursuant to 80 Ill. Adm. Code 310.230, shall earn vacation time. No employee on leave of absence may earn vacation except when the leave was for the purpose of accepting a temporary working assignment in another classification.

Eligible employees shall earn vacation time in accordance with the following schedule:

- a) From the date of hire until the completion of five (5) years of continuous service: ten (10) workdays per year.

- b) From the completion of five (5) years continuous service until the completion of nine (9) years of continuous service: fifteen (15) workdays per year.
- c) From the completion of nine (9) years of continuous service until the completion of fourteen (14) years of continuous service: seventeen (17) workdays per year.
- d) From the completion of fourteen (14) years of continuous service until the completion of nineteen (19) years of continuous service: twenty (20) workdays per year.
- e) From the completion of nineteen (19) years of continuous service until the completion of twenty-five (25) years of continuous service: twenty-two (22) workdays per year.
- f) From the completion of twenty-five (25) years of continuous service: twenty-five (25) workdays per year.

Section 2. Vacation Time

Vacation time may be taken in whole or in part in increments of not less than one-half day at a time, and anytime after it is earned. Supervisors may, however, grant employee requests to use vacation in smaller increments of one-half ($\frac{1}{2}$) hour after a minimum use of one (1) hour.

Section 3. Interrupted Service

Computation of vacation time of state employees who have interrupted continuous state service shall be determined as though all previous state service which qualified for earning of vacation benefits is continuous with present service. The rule provided in this paragraph applies to vacation time earned on or after October 1, 1972.

Section 4. Vacation Scheduling

Subject to the Employer's operating needs, employees may submit three (3) separate written vacation requests between January 1 and February 1 of each year. Vacation will be approved and scheduled by seniority. All employees will have one vacation request approved before another employee is granted a second request for vacation. Vacation requests shall consider the needs of the Employer and the employee's preference. Vacations shall be approved by each March 1. Employees may submit a vacation request and

receive approval for vacation liquidation through the end of February of the following calendar year. Current agreements shall remain in effect unless modified during supplemental negotiations or labor management meetings pursuant to Article XXIII. Vacation scheduling policies and procedures shall be determined for each agency during supplemental negotiations. Subject to the Employer's operating needs, all other vacation requests shall be scheduled in the order of request. In any event, upon request, vacation must be scheduled so that it may be taken no later than 24 months after expiration of the calendar year in which such vacation was earned. If an employee does not request and take accrued vacation within such 24-month period, vacation earned during such calendar year shall be lost. The Employer, unless emergency needs dictate otherwise, shall not change an employee's vacation once it has been approved, without the employee's written authorization. Employees shall be given the reason for the denial of vacation requests. If the Employer has approved a vacation period for an employee and at the time of the scheduled vacation period the employee does not have sufficient vacation time available, he/she may, upon the Employer's prior approval, be allowed to use accumulated holiday time, compensatory time and personal leave for that period of time.

Section 5. Vacation Payment

If because of operating needs the Employer cannot grant an employee's request for vacation time within the 24-month period after the expiration of the calendar year such time was earned, such vacation time shall be liquidated in cash at straight time provided the employee has made at least three (3) separate requests, with at least 15 days between each request, for such time within the calendar year preceding liquidation.

An employee who has been unable to work due to a service related injury or illness will be allowed to carry accumulated vacation into the next calendar year whenever the employee can not liquidate vacation time within the 24-month period after the expiration of the calendar year when such time was earned.

No salary payment shall be made in lieu of vacation earned but not taken except as provided in this Section and on termination of employment for eligible employees with at least six (6) months of continuous service in which case the effective date of termination shall not be extended by the number of days represented by said salary payment.

Section 6. Vacation Action

The Employer shall approve or disapprove vacation within ten (10) days after receipt of an employee's request.

ARTICLE XVI

TEMPORARY ASSIGNMENT

The Employer may temporarily assign an employee to perform the duties of another position classification. To be eligible for temporary assignment pay, the employee must be qualified and be assigned in writing by the Employer to perform the duties and responsibilities which distinguish the higher position classification.

An employee temporarily assigned to the duties of a position classification in an equal or lower pay grade than his/her permanent position classification shall be paid his/her permanent position classification rate. If the employee is temporarily assigned to a position classification having a higher pay grade than his/her permanent position classification, the employee shall be paid as if he/she had received a promotion into such higher pay grade.

The Employer agrees to pay the employee the higher rate as set forth above for the full time of such assignment. For the purpose of calculation, any temporary assignment shall be rounded up to the nearest hour. No employee shall be required to work in a temporary position in excess of six (6) months per calendar year.

When the Employer makes a temporary assignment, it will give notice to the employee of the anticipated length of the assignment and extensions thereof. An employee's refusal to take a temporary assignment to a higher level position outside the bargaining unit which assignment is anticipated to last more than two months will not subject the employee to discipline. Employees shall not receive temporary assignment pay for paid days off except if the employee is given such temporary assignment for thirty (30) continuous days and such days fall within such period of time and the employee works 75% of the time of the temporary assignment.

ARTICLE XVII

WORK RULES

Section 1. Definition

Work rules are those rules promulgated by the Employer which regulate the personal conduct of the employee as it affects his/her employment. Such work rules shall be reasonable and shall not conflict with any provisions of this Agreement.

Section 2. Notice

Newly established work rules or amendments to existing work rules shall be reduced to writing and furnished to IFPE and the employees at least ten (10) workdays prior to the effective date of the rule.

Section 3. Procedural Work Rules

Any changes in the rules of procedure not governing employee's personal conduct (parking regulations, notification of absence, etc.) that impact the bargaining unit are subject to local level negotiations pursuant to Article XXIII (Labor Management Meetings).

ARTICLE XVIII

CLOTHING AND EQUIPMENT

The Employer shall provide any special and/or protective clothing and/or equipment (excluding vehicles), or the equivalent by reimbursement, which is required by the Employer and/or is determined by the Employer as being necessary for such employees to perform their work. The Employer shall pay for the maintenance of all clothing and equipment determined by the Employer as being necessary.

Present practices shall continue and shall be subject to agency-level local supplementary negotiations.

ARTICLE XIX

FILLING OF VACANCIES

Section 1. Policy

The Employer recognizes the operational value of internally promoting qualified employees, and will strive to provide career progression subject to the operating needs of the agency. Qualified employees shall be considered for such

bargaining unit vacancies for which they apply prior to the Employer using other means available to fill such vacancies. However, the Employer reserves the right to use at its discretion other means available as provided in the Personnel Rules for filling vacancies, subject to the provisions of this Agreement.

Pursuant to the above paragraph bargaining unit employees within the bargaining unit shall, if qualified by the Department of Central Management Services Bureau of Personnel, be allowed to bid and be selected to fill the vacant positions.

Section 2. Posting

Permanent vacancies shall not be filled pursuant to this Article until the position has been posted for ten (10) days at the work location. Such posting shall include job description, training and experience requirements, pay, and related information. Non-bargaining unit titles, titles providing no promotional opportunity are exempt from this section. However, employees desiring to transfer to a title which does not provide any promotional opportunity may file a transfer request and such employee shall be considered for any vacancy in that title. Such transfer request shall expire after one year.

Section 3. Bidding

Qualified bidders interested in the position must indicate such interest through the appropriate procedure within the 10-day posting period. When such vacancies are filled from within by qualified bidders, the following order of selection will be used:

- A. By job assignment from the employee with the most seniority in the same agency and same position classification. The Employer reserves the right to require specialized skills, training, experience and other necessary qualifications that have been set forth in the bid notice. Any employee who successfully exercises rights via Job Assignment under Section 3, shall be prohibited from again exercising those rights for a period of six (6) months unless the employee is subsequently displaced from the assignment for which he or she bid.
- B. By voluntary reduction of the employee within the agency within the same classification series from the same work site.
- C. By promotion of an employee from within the agency from the next lower position classification within the same

classification series, with first preference given those bidders from the same work site.

- D. By promotion of an employee from within the agency from other classifications within the same classification series, with first preference given those bidders from the same work site.
- E. When a vacancy, for the same title in the same job classification, is not filled pursuant to the other section of this Article or Section 5 of Article XIV, such positions may be filled from among employees who have completed a transfer request form in the following order:
 - 1) Transfer to a different work location in the same agency and same county.
 - 2) Transfer to a different work location in the same agency in a different county.
 - 3) Transfer to a different work location in a different agency and same county.
 - 4) Transfer to a different work location in a different agency and in a different county.

Transfer requests shall expire after one (1) year. If an employee declines three (3) transfers after requesting a transfer, he/she shall be removed from the transfer list. An employee who transfers under this Section will not be eligible to transfer again for one (1) year.

- F. Promotion of employees within the bargaining unit, by seniority, if qualified by the Department of Central Management Services, Bureau of Personnel.

Section 4. Selection

Selection shall be made on the basis of seniority from among employees within categories as listed in Section 3 of this Article, unless a less senior employee within such category has demonstrably superior skill and ability to perform the work required in the position classification. The Employer reserves the right to administer appropriate examinations.

A successful bidder must accept any position within three (3) days of notification that he/she is the successful candidate. Failure to accept the position within this specified time would constitute a waiver of the position.

Section 5. Class Progression

Current agency practices allowing semi-automatic movement from entry level classifications to objective level

classifications through the promotional procedure shall continue.

Section 6. Definition of Permanent Vacancy

For the purpose of this Article a permanent vacancy is created:

- a) When the Employer determines to increase the work force and to fill the new position(s)
- b) When any of the following personnel transactions take place and the Employer determines to replace the previous incumbent; terminations, transfers, promotions, demotions and related transactions.
- c) Vacancies filled by bargaining unit and/or non-bargaining unit employees as a result of demotion, voluntary reduction in lieu of layoff, pursuant to a layoff plan, shall not be considered permanent vacancies for the purpose of this Article.

No vacancy shall be filled in this manner if there are employees on layoff or subject to layoff who have contractual rights to such positions.

ARTICLE XX

GEOGRAPHICAL TRANSFER

In the event of a geographical transfer under Personnel Rule 302.430 is required, seniority as defined in Article VI shall govern, the most senior employee being given first preference. If no employee wishes to accept such transfer, the least senior employee in the affected position classification shall be required to take such transfer. An employee shall be reimbursed for all reasonable transportation and moving expenses incurred in moving to a new location because of an involuntary permanent geographical transfer.

ARTICLE XXI

LEGISLATED BENEFITS

During the term of this Agreement, the Employer shall continue in effect and employees shall enjoy the benefits, rights and obligations of the group insurance health and life plan applicable to all Illinois State employees pursuant to the provisions of the State Employees Group Insurance Act of 1971 (P.A. 77-476) as amended or superseded.

During the term of this Agreement, the Employer shall continue in effect, and the employees shall enjoy the

benefits, rights and obligations of the retirement program provided in Public Act 90-62.

During the terms of this Agreement, the Employer shall continue in effect, and the Employee's shall enjoy the benefits, rights, and obligations of the retirement program provided in Public Act 90-65. Effective January 1, 1998, sick leave days will no longer be compensable upon termination of state service as provided in Public Act 90-65.

The employee contributions shall be treated for all purposes in the same manner and to the same extent as employee contributions made prior to January 1, 1992, consistent with Article 14 of the Illinois Pension Code.

Effective January 1, 2005, employees shall make half the employee contribution to the appropriate Retirement System in an amount equal to the coordinated rate (2% for covered employees; 2.75% for covered employees in the alternative formula).

Effective January 1, 2006, employees shall make the employee contribution to the appropriate Retirement System in an amount equal to the coordinated rate (4% for covered employees; 5.5% for covered employees in the alternative formula).

Retirement Formula Change

Effective with retirements on or after January 1, 2001, all bargaining unit members covered by the SERS or TRS will receive the following pension benefits:

1. Employees on the SERS or TRS standard formula can retire based upon their actual years of service, without penalty for retiring under age 60, when their age and years of service add up to 85 (in increments of not less than one month). Employees eligible to retire under this "Rule of 85" will be entitled to the same annual adjustment provisions as those employees currently eligible to retire below age 60 with 35 or more years of service.

2. For coordinated SERS employees on the alternative formula, a flat formula of 2.5% per year of service, based on the higher of the Final Average Salary, or the rate of pay on the final day of employment, up to a maximum of 80% of FAS.

3. For non-coordinated SERS employees on the alternative formula, a flat formula of 3.0% per year of service, based on the higher of the Final Average Salary (FAS), or the rate of pay on the final day of employment, up to a maximum of 80% of FAS.

4. Coordinated and non-coordinated SERS employees on the alternative formula will make the following additional contributions to the pension system: 1% of compensation effective January 1, 2002; 2% of compensation effective January 1, 2003; and 3% of compensation effective January 1, 2004.

ARTICLE XXII

POSITION CLASSIFICATION

The Employer may, subject to the provisions of Article XVI, Temporary Assignment, temporarily assign an employee to perform the duties of another position classification. When the time limits set forth in Article XVI expire, the Employer may terminate the duties or establish a new position at the appropriate classification. In cases when the new position is established at an equal rated or higher classification than that of the temporarily assigned employee, the position is declared vacant, and it shall be posted subject to the provisions of Article XIX, Filling of Vacancies. If the employee who has been temporarily assigned is not selected for the posted vacancy, the employee shall have the right to be placed in a vacant position equal to his/her current classification, if the employee meets the minimum training and experience requirements of the position including bona fide skills, if any, required for the position pursuant to this Agreement. If no such vacancy exists within the employee's official organizational unit, the employee shall displace the least senior employee in his/her classification within such unit and the least senior employee shall be subject to the provisions of Article XIV, Layoff. If the temporarily assigned employee is the least senior within the employee's classification, the employee shall be subject to the provisions of Article XIV, Layoff.

If the employee who has been temporarily assigned is selected for the posted vacancy, the employee shall have his/her creditable service date adjusted to reflect the first date on which he/she was temporarily assigned without interruption.

In cases when the new position is established at a classification lower than that of the temporarily assigned

employee, the least senior employee in the same classification as the temporarily assigned employee within the official organizational unit shall be assigned to the lower level position, and the temporarily assigned employee shall be transferred to the least senior employee's former position, if there are not sufficient vacancies in the employee's original classification.

In all cases when the employee is moving to an equal or lower level position, such actions shall not be subject to the provisions of Article XIX, Filling of Vacancies. Should the employee elect not to accept any of these options or none of the options exist, the employee shall be laid off, subject to the provisions of Article XIV, Layoff. When an employee is placed in a lower level position, the employee's rate of pay in the original position shall be frozen for 12 months from the effective date of the placement in the lower level position. The above conditions do not apply to the implementation of classification studies.

ARTICLE XXIII

LABOR MANAGEMENT MEETINGS

Section 1. General

Each agency and/or facility of the Employer shall meet with local IFPE representatives and/or staff in labor management meetings on a monthly basis, unless mutually agreed otherwise. Items to be included on the agenda for the aforementioned labor management meetings are to be submitted to the respective parties at least five (5) days in advance of the scheduled dates of the meeting if at all possible. The purpose of such meeting shall be restricted to:

- A. Discussion of the administration of this Agreement.
- B. Dissemination of general information of interest to the parties.
- C. Providing an opportunity to express various views and to make suggestions on subject of interest to employees of the bargaining unit.
- D. Discussing with IFPE changes in non-bargaining conditions of employment contemplated by management which may adversely affect the employees in the bargaining unit, including, but not limited to, the discontinuation of the use of state vehicles by bargaining unit employees.

- E. The negotiations of smoke free environment policies for State offices, work locations and vehicles.
- F. Satisfying the negotiation obligations of both parties as provided in specific provisions of this Agreement.

Section 2. Attendance

Each agency shall allow up to three (3) bargaining unit employees to attend the monthly labor management meetings without loss of pay for their normal work hours. Attendance at such local meetings shall not be unreasonably denied, but shall not interfere with the agency's operations. Travel expenses associated with these meetings shall be the responsibility of the employee.

Section 3. Statewide Meetings

Statewide meetings between the Employer and IFPE shall be conducted on a semi-annual basis. Up to ten (10) bargaining unit members may attend such statewide meetings without loss of pay for their normal work hours. Such attendance at the statewide meetings shall not be unreasonably denied, but shall not interfere with agency operations. Proposed agendas shall be exchanged between the parties at least two (2) weeks prior to the date of the statewide meeting. Travel expenses associated with these meetings shall be the responsibility of the employee.

ARTICLE XXIV

IFPE RIGHTS

Section 1. IFPE Bulletin Boards

IFPE may provide bulletin boards in various work locations of each agency. The number, size, and location of each shall be decided by the parties in local level negotiations. The items posted shall not be political, partisan, or defamatory in nature and Employer reserves the right to remove this type of posting.

Section 2. Access to State Premises by IFPE

The Employer agrees that IFPE staff shall have reasonable access to the premises of the Employer, giving advanced notice to the appropriate Employer representative. Such visitations shall be for the reason of the administration of this Agreement. IFPE agrees that such visitations shall not unduly interfere with the operational requirements of the Employer. The Employer reserves the right to designate a meeting place or to provide a representative to accompany a staff representative where security requirements exist.

Section 3. Information Provided to IFPE

At least once each month the Employer shall notify IFPE in writing of the following personnel transactions involving bargaining unit employees within each agency: new hires, promotions, demotions, layoffs, reemployment, transfers, leaves, returns from leaves, superior performance increases, social security numbers, suspensions, discharges, reallocations, abolishments and terminations. In addition, the Employer shall furnish IFPE every ninety (90) days the current continuous service rosters of bargaining unit employees.

Each agency will provide IFPE with information concerning temporary assignments.

Section 4. Non-Preferential Treatment

Those employees designated as Stewards and/or local IFPE representatives shall not receive preferential treatment with respect to shift or job assignments. The Employer agrees, however, that such employees shall be reassigned because of operational needs only and not because of legitimate IFPE activity.

Section 5. Leaves to Attend IFPE Meetings

The Employer shall grant a reasonable number of employees leave without pay for a maximum of three (3) days per employee per calendar year for the purposes of discussing the administration of this Agreement. IFPE shall provide written notice to the Employer at least 15 days prior to the meeting date. The Employer shall not unreasonably deny an employee's request for such leave and such leave shall not substantially interfere with the operating needs of the Employer.

Section 6. Leaves to Conduct IFPE Business

The Employer shall grant requests for leaves of absence without pay for not more than four (4) bargaining unit employees at any one time, but not more than one employee from an agency worksite having less than 25 employees in this bargaining unit, for the purpose of service as IFPE representatives or officers with the State or National organization of IFPE, up to a maximum of six (6) months, provided adequate notice is afforded the Employer and granting such leave will not substantially interfere with the Employer's operations. The length of such leave may be increased by mutual agreement of the parties. Continuous service shall be retained and accumulated for a maximum of one year and the employee, continuous service permitting,

can return to his/her position classification at the termination of leave.

Section 7. IFPE Agent of Record

Unless IFPE has given written instructions to the contrary, all documents, notices, etc., concerning this Agreement are to be mailed to: IFPE Local 4408, 302 South Walnut Street, Springfield, Illinois 62704.

Section 8. Activity During Working Hours

Employees and designated IFPE representatives shall, after giving notice to the appropriate Employer representative, be allowed reasonable time off with pay during working hours to attend pre-disciplinary meetings, grievance hearings, labor management meetings and, where current practice exists, supplemental negotiations.

Where feasible and where equipment is readily available the Employer shall allow designated IFPE representatives reasonable use of telephone and fax machines for the purpose of investigating and processing grievances. Such use shall not include any long distance or toll calls at the expense of the Employer.

Section 9. Job Descriptions

Upon request, the Employer shall provide an employee with a copy of their job description (CMS 104). When the Employer makes changes in the duties and responsibilities of an employee's job description, a copy of the revised CMS 104 will be provided to the employee.

ARTICLE XXV

PERSONNEL FILES

Section 1. Number and Type

Only one personnel file will be maintained at the work location for each employee and the agency shall have the right to maintain a copy at its central office. The Department of Central Management Services shall keep and maintain an official personnel file. Working files may be kept by supervisors for employees, and such files shall include only job related material. It shall be the supervisor's responsibility to inform the employee of any detrimental material in the working file that may affect the employee's annual performance evaluation. Any detrimental material shall be removed from the file after twelve (12) months from the placement of such. Working files shall not be considered personnel files as required

in this Article. No other files, records or notations shall be kept by the Employer or any of its representatives except as may be prepared or used by the Employer in the course of preparation or participation for any pending case, such as a grievance, Civil Service matter, criminal investigation, Department of Human Rights or EEOC matter, etc. An employee has the right upon written request to review the contents of his/her personnel file or working file. Such review may be made during working hours with no loss of pay for time so spent within reason. Reasonable requests to copy documents in the personnel and/or working files shall be honored. Upon authorization by an employee, IFPE may inspect that employee's personnel file following written request to the agency.

Section 2. Employee Notification

A copy of any disciplinary action or material related to employee performance which is placed in the personnel file shall be served in person upon the employee (the employee noting receipt, or the supervisor noting failure of employee to acknowledge receipt) or sent by certified mail (return receipt requested) to his/her last address appearing on the records of the Employer. It is the obligation of each employee to provide the Employer with his/her current address and telephone number.

ARTICLE XXVI

TRAINING

Section 1. General

The Employer and IFPE recognize the need for the development and training of employees in order that services are efficiently and effectively provided. In recognition of such principle, the Employer shall endeavor to provide employees with orientation to current procedures, forms, methods, material and equipment used in the work assignments.

Section 2. Distribution of Training

Training programs which are instituted by the Employer shall be equitably distributed among employees on the basis of need for such training. Time spent by an employee in a training program shall normally be considered work time.

ARTICLE XXVII

MISCELLANEOUS

Section 1. Distribution of Contract

Upon completion of duplication, the Employer shall expeditiously provide each employee covered by this Agreement with a copy of this Agreement. The Employer shall also provide new employees with a copy of this Agreement upon hire.

Section 2. Safety and Health

The Employer shall attempt to provide a safe and healthy place within which employees shall work. Labor management meetings shall be used to review and suggest health and safety measures to be implemented, including vehicle safety. In case of a suspected outbreak of a communicable disease, the Employer shall offer tests for such within the appropriate affected area, at no cost to the employees, where it gives such tests to the residents. However, this shall not abrogate an employee's right to challenge unsafe and unhealthy conditions through a grievance. Such grievance shall be filed at Step 3 of the grievance procedure defined in Article X of this Agreement.

Training on AIDS and related diseases shall be made available to all staff working in state institutions involved in the handling of residents. Further, the parties agree that the subject of the Employer provided protective clothing and equipment may be subject to agency supplemental negotiations.

The State of Illinois and IFPE recognize that threats and/or acts of violence committed in the workplace or directed at employees shall not be tolerated.

Section 3. Damage to Personal Property

- A. Where current agency practice so provides, the Employer shall reimburse employees for any losses of personal property incurred as a result of the performance of their official duties.
- B. If no agency practice exists, a policy statement shall be the subject of discussion at agency level local negotiations.

Section 4. Assignment Within Classification Specifications

The phrase "performs other duties as required or assigned" under "Illustrative Examples of Work" in the job classification specification shall be interpreted to mean

other duties which are reasonably within the intended scope of the job classification.

Section 5. Polygraphs

No employee may be required to take a polygraph examination nor shall be subject to discipline for refusal to take such. If the employee agrees to voluntarily take a polygraph examination as a part of a formal investigation, the following restrictions apply:

- A. An employee shall be provided sufficient advance notice of the scheduling of such polygraph examinations in order to allow the employee to exercise his/her representational rights.
- B. An employee shall be entitled to have an IFPE representative or IFPE counsel at all steps of the polygraph examination process except during the actual administration of a polygraph examination.
- C. The employee shall be provided with a copy of the results of the report of the polygraph examination and a copy of the conclusions reached by the examiner.

Section 6. Sub-Contracting

The Employer agrees that upon formal consideration to sub-contract any work performed by bargaining unit employees which results in the layoff of such employees, it shall: (1) provide reasonable advance notice to IFPE, and (2) shall meet with IFPE, prior to making a decision to contract, for the purpose of discussing the reasons for its proposal.

If the decision to sub-contract work results in employees being subject to layoff, the Employer will make a reasonable effort with the contractor to insure that the affected employees are considered for employment by the contractor. IFPE shall have an opportunity to meet with the proposed sub-contractor as well as the agency and/or the Department of Central Management Services to discuss the employment of employees subject to layoff. Such meeting shall not be used to coerce or harass prospective sub-contractors.

Whenever the decision to sub-contract causes bargaining unit employees to be laid off, the Employer shall provide an opportunity to those qualified employees to fill equally compensated and/or skilled permanent bargaining unit vacancies. These vacancies shall be at the same work location, other work locations of the agency, or other agencies covered by this Agreement.

At the request of IFPE, a labor management meeting shall be held to discuss issues raised by the sub-contracting of bargaining unit employees.

Section 7. Inclement Weather Policy

The Department of Central Management Services' inclement weather policy shall be discussed with each agency as to how it will be implemented. These discussions will be held in accordance with Article XXIII - Labor Management Meetings.

Section 8. Notification of Leave Balances

IFPE and each agency shall negotiate the frequency of all leave balance statements during agency level local negotiations.

Section 9. Supplementals

Within 30 days of the signing of this Agreement, either party may give notice to the other party of its intent to renegotiate existing Supplemental Agreements and local Memoranda of Understanding. In the event either party wishes to negotiate pursuant to this section, negotiations shall be conducted and will attempt to be concluded in a timely manner.

Section 10. Physical Fitness Standards

Whenever the Employer determines that Physical Fitness Standards are required, the Employer shall negotiate the impact of all such standards with the IFPE.

Section 11. Promotional Examination

For the term of this Agreement, the Employer agrees where skill tests beyond the CMS-100B are required to qualify for the promotion, certified employees may take these tests during working hours with pay not to exceed one (1) work day per contract year in increments of not less than 1/2 day at a time. The employee shall provide reasonable notice, and such leave shall not be unreasonably denied.

Section 12. Workload Standards

The parties agree that the Employer has the right to establish reasonable workload standards and productivity levels. In Agencies where such standards of productivity measurements exist, they shall be reduced to writing with copies to employees and IFPE. Changes in workload standards or productivity measurements, or the creation of such, shall be discussed with IFPE prior to implementation. Failure to meet workload standards and productivity levels

which have been established in accordance with this section may subject the employee to Employer action as provided in Article XI.

Section 13. Administrative Reassignment

The Employer may reassign an employee for up to ninety (90) days during the course of an investigation. At the time of reassignment the employee shall be provided with a statement that identifies the reason for the investigation. The reassignment shall be within the employee's permanently assigned work location.

ARTICLE XXVIII

NO STRIKE

Inasmuch as this Agreement provides machinery for the orderly resolution of disputes which relate to this Agreement by an impartial third party, the Employer and IFPE recognize their responsibility to provide for uninterrupted services. Therefore, for the duration of this Agreement, IFPE agrees:

- A. That neither it nor any of its members, individually or collectively, will authorize or support any form of strike or any other concerted interruption of operations or services by employees. IFPE acknowledges the Employer has the right to deal with any such work action through disciplinary action, including discharge and/or injunctive relief.
- B. When the Employer notifies IFPE by certified mail that any of its members are engaged in such job action, IFPE shall immediately, orally and in writing, order such employees to return to work and provide the Employer with a copy of such written order by certified mail within 24 hours of such order being given to the employees.

ARTICLE XXIX

AUTHORITY OF CONTRACT

Section 1. Partial Invalidity

Should any part of this Agreement or any provision contained herein be judicially determined to be contrary to law, the remaining portions hereof shall remain in full force and effect.

Section 2. Effect of Department of Central Management Services' Personnel Rules and Pay Plan

Unless specifically covered by this Agreement, the Personnel Rules of the Department of Central Management Services and/or the Pay Plan shall control. In the event the Director proposes to change an existing Personnel Rule or the Pay Plan provisions, IFPE shall be notified and be afforded the right to negotiate over the impact, if any, of such change on the bargaining unit members as it relates to wages, hours and conditions of employment prior to its submission to the Civil Service Commission or emergency effective date.

Section 3. Increase in Benefits

In the event of any increase in the number of holidays, vacation days, sick days, personal days, or other related non-wage economic benefits granted unilaterally to all employees covered by the Personnel Code or Rules, such increases shall be made applicable to employees covered by this Agreement.

In the event of any decrease in the number of holidays, vacation days, sick days or other non-wage economic benefits the Director shall notify IFPE and upon timely request negotiate with IFPE over the impact of such reductions.

Section 4. Obligations to Bargain

This Agreement represents the entire Agreement of the parties and shall supersede all previous agreements, written or verbal. Where past practice directly conflicts with the express terms of the contract, the contract shall prevail. The parties agree that the provisions of this Agreement shall supersede any provisions of the Personnel Rules of the Director relating to any of the subjects of collective bargaining contained therein when the provisions of such Personnel Rules differ with this Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, Employer and IFPE, for the term of this Agreement and any extension, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter

not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE XXX

TERMINATION

This Agreement shall be effective as of July 1, 2004 and shall continue in full force and effect until midnight, June 30, 2008, and thereafter from year-to-year unless not less than 90 days or more than 180 days prior to the expiration of this Agreement either party gives written notice to the other of its intention to amend or terminate this Agreement. If negotiations extend past the expiration date, this Agreement shall continue in effect subject to termination by either party by serving a 10-day written notice. This provision shall be construed in conformity with the Illinois Public Labor Relations Act (P.A. 83-1012).

In witness hereof, the parties have hereto set their signatures on the day first above written.

For the State of Illinois

For the Illinois
Federation of Public
Employees, Local 4408,
AFT/AFL-CIO

Date

Date

SIDE LETTER

Temporary Assignment

The parties agree that the Employer shall attempt to make temporary assignment to certified bargaining unit members subject to operating needs of the Employer.

For the State of Illinois

For the Illinois Federation
of Public Employees, Local
4408, AFT/AFL-CIO

Date

Date

SIDE LETTER

Inconvenience Pay For Work Beyond Five Days On Day Off
Rotation Schedules

DHS ONLY

In the event of a day off rotation schedule only, an employee who works more than five (5) days in any given seven (7) day period even though it overlaps work weeks, shall be paid inconvenience premium pay of 50¢ per hour above the regular rate of pay on each of those days worked over five (5) days within said seven-day period. There shall be no double payment or calculation of the same days within a given seven-day period.

For the State of Illinois

For the Illinois Federation
of Public Employees, Local
4408, AFT/AFL-CIO

Date

Date

SIDE LETTER

Photo I.D. Cards - Security Officers
DHS Facilities in Cook County Only

The parties agree that Security Officers for DHS at facilities in Cook County will receive Photo I.D. cards, identifying the employee, title, facility and shall have the following on the back of the I.D.: "Powers limited to protection of DHS properties or personnel while in the course of employment as DHS security officers. Il. Rev. Stat. 1985, Chapter 127, par. 53"

It is understood by the parties that the I.D. cards are the property of DHS, and shall be forfeited by the employee for just cause.

For the State of Illinois

For the Illinois Federation
of Public Employees, Local
4408, AFT/AFL-CIO

Date

Date

SIDE LETTER

Drug and Alcohol Policies

The Parties agree that Drug and Alcohol Testing policies may be implemented at the Agency level. The impact of such Drug and Alcohol policies, including disciplinary standards, shall be subject to negotiations between the Agency and IFPE.

Alternative Formula Drug Policy

In addition, employees in the titles included in the alternative retirement formula, shall be subject to a random and reasonable suspicion drug policy. A positive drug test shall result in discharge. The Employer (CMS) and IFPE shall negotiate the impact of this one (1) strike drug policy.

CDL Drug and Alcohol Policy

Employees who, because of the requirements of their position, are required to possess a Commercial Driver's License (CDL), shall be subject to drug and alcohol testing according to the following:

If just cause is established as a result of a pre-disciplinary meeting, discipline for violations shall be discharge.

Employees Bidding on Positions Requiring a CDL: An employee covered by the RC-29 Collective Bargaining Agreement who bids on a position requiring a CDL, and is selected, shall be subject to the same drug testing procedures as employees currently in a position requiring a CDL. If such employee tests positive, the employee shall be discharged.

For the State of Illinois

For the Illinois Federation
of Public Employees, Local
4408, AFT/AFL-CIO

Date

Date

SIDE LETTER

Tuition Reimbursement

The parties agree that upon request of the IFPE, the Employer and IFPE shall discuss a tuition reimbursement program at supplemental negotiations.

For the State of Illinois

For the Illinois Federation
of Public Employees, Local
4408, AFT/AFL-CIO

Date

Date

SIDE LETTER

DATE OF INCREASE IN PAY FOR
POSITION CLASSIFICATION

The parties agree that pursuant to Article I, Recognition, Section 5, Pay, should an arbitrator's decide to increase the rate of pay for the position classification, such rate may be effective as of the date the Illinois State Labor Relations Board certifies the title for inclusion into the bargaining unit.

For the State of Illinois

For the Illinois Federation
of Public Employees, Local
4408, AFT/AFL-CIO

Date

Date

SIDE LETTER

The Department of Natural Resources and Central Management Services and IFPE shall, upon request enter into discussions regarding the duties of the Site Security Officer at the Agency's worksites.

For the State of Illinois

For the Illinois Federation
of Public Employees, Local
4408, AFT/AFL-CIO

Date

Date

SIDE LETTER

The Employer shall require an employee classified as an Arson Investigator I, Arson Investigator II, Fire Prevention Inspector I, or Fire Prevention Inspector II, to reside within their approved work county. Employees who bid for a posted vacancy and whose employment application lists the approved work county and whose current work county is contiguous to the county in which it is posted will not be required to relocate his/her residence. Changes in an employee's work area or residence county generated by the Employer shall not mandate an employee to move his/her residence.

For the State of Illinois

For the Illinois Federation
of Public Employees, Local
4408, AFT/AFL-CIO

Date

Date

SIDE LETTER

The Employer retains the exclusive right to assign motor vehicles to employees in an attempt to perform the mission of the applicable Agency. Should the Employer decide to assign motor vehicles to bargaining unit employees IFPE shall be notified of such decision in accordance with Article XXIII, Labor Management Meeting, of this Agreement, for discussion purposes only.

For the State of Illinois

For the Illinois Federation
of Public Employees, Local
4408, AFT/AFL-CIO

Date

Date

SIDE LETTER

The Employer agrees to make available soft body armor for sworn personnel for those employees whose job assignments warrant their use effective no later than 7/1/98.

For the State of Illinois

For the Illinois Federation
of Public Employees, Local
4408, AFT/AFL-CIO

Date

Date

SIDE LETTER

DEFINITION OF SENIORITY

Employees of the Department of Human Services previously certified in a bargaining unit classification shall retain previously earned bargaining unit seniority upon return to the bargaining unit classification.

For the State of Illinois

For the Illinois Federation
of Public Employees, Local
4408, AFT/AFL-CIO

Date

Date

MEMORANDUM OF UNDERSTANDING: RC-29

Pursuant to Article XI, Section 4 (Discipline - Notice), it is understood between the parties that the Employer has an obligation to inform the Union and the affected employee or employees within 45 days following the pre-disciplinary meeting if any discipline is to be issued. It is also understood that the discipline need not commence within this 45 day period. Should the 45 day period lapse while an employee is absent from work, (vacation, sick, personal day, leave of absence, etc.), notice must still be given within the 45 day period, but the discipline need not be served until the employee's return to work.

For the State of Illinois

For the Illinois Federation
of Public Employees, Local
4408, AFT/AFL-CIO

Date

Date

Side Letter - Nepotism

Department of Transportation employees hired on or after July 1, 2004 shall not be eligible to bid or be appointed to any position where he/she would be on a direct line supervisory or subordinate position with a relative. Relatives include spouse, parent, sibling, grandparent, grandchild, uncle, aunt, nephew, niece, or in-law relations.

For the State of Illinois

For the Illinois Federation
of Public Employees, Local
4408, AFT/AFL-CIO

Date

Date

Side Letter

The parties agree that in the Department of Agriculture time spent traveling from an employee's residence to and/or from a work site in Cook, Will, Lake, DuPage, McHenry, and Kane counties is not considered work time except in those instances where an employee is required by the Employer to travel in excess of twenty (20) mile one way or twenty-five (25) minutes as measured from the employee's official headquarters in which case the miles in excess of twenty (20) miles or minutes in excess of twenty-five (25) minutes will be considered work time.

The workday shall commence at the time of the pre-trip inspection for employees assigned to drive vehicles, which require a commercial drivers license (CDL).

For the State of Illinois

For the Illinois Federation
of Public Employees, Local
4408, AFT/AFL-CIO

Date

Date